A. 117, to be a voluntary exposure to unnecessary danger, within the meaning of an accident insurance policy exempting the insurer from liability for injuries resulting from such exposure.

ACCIDENT INSURANCE—INJURIES FROM POISON—EATING SPOILED OYSTERS.—Death caused by accidentally eating spoiled oysters is held, in *Maryland Casualty Co.* v. *Hudgins* (Tex.), 64 L. R. A. 349, to be within a clause in an accident insurance policy providing that the policy does not cover injuries resulting from poison, or anything accidentally or otherwise taken or absorbed.

PERSONAL INJURY—CONTRIBUTORY NEGLIGENCE—DRIVER TURNING HIS HORSE AROUND NEAR PROJECTING MANHOLE OF SEWER WITH KNOWLEDGE THEREOF.—The driver of a milk wagon, who, knowing of the existence of a manhole to a sewer which projects above the surface of the street, attempts to turn his horse and wagon around in its vicinity without paying any attention to his course, is held, in *Wheat* v. *St. Louis* (Mo.), 64 L. R. A. 292, to be guilty of contributory negligence, so that, in case the wagon strikes the obstruction and is overturned to his injury, he cannot hold the city liable therefor.

See *Peters* v. *Lynchburg*, 10 Va. Law Reg. 812 (January number).

STOCKHOLDER'S LIABILITY—TRANSFER OF BANK STOCK—INSOLVENCY—TRANSFER NOT MADE ON BOOKS.—In *McDonald* v. *Dewey*, decided October, 1904, the U. S. Circuit Court of Appeals for the Seventh Circuit, held: 1. A stockholder of a bank who has made an out and out sale of his shares and has caused the proper transfers to be made on the books of the bank, can not be held unless, 1, the bank was insolvent at the time of the transfer; 2, unless he knew or ought to have known that the bank was insolvent at the time of the transfer, and 3, unless his out and out transfer was made to an irresponsible person unable to respond to an assessment, whose financial condition was known or ought to have been known to him. The court is of opinion that there is an utter failure of proof of the insolvency of the various transferees, and on the contrary there is considerable proof that they were solvent and able to respond to an assessment.

2. If a person permits his name to appear and remain in its outstanding certificates of stock and on its register as a shareholder, he is estopped as between himself and the creditors of the bank to deny that he is a shareholder, and his individual liability continues until there is a transfer of the stock on the books of the bank, even where he has in good faith previously sold it and delivered to the buyer the certificates of stock with a power of attorney in such form as to enable the transfer to be made.

HUSBAND AND WIFE—NECESSARIES FOR WIFE LIVING WITH HUSBAND—OBLIGATION OF HUSBAND TO FURNISH.—The obligation of a man to pay for necessaries furnished to his wife, with whom he is living, upon the theory of implied agency on her part, is denied in *Wanamaker* v. *Weaver* (N. Y.), 65 L. R. A. 529, where she was amply supplied with articles of the same character as those pur-